

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400080

PRINT DATE: 09/05/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1540633154
GARBER ICE CREAM CO INC
360 FRONT ROYAL PIKE

WINCHESTER, VA 22602
(540) 662-5422 EXT 11

REFER QUESTIONS TO:

MARGIE HAJIANTONI
(410) 767-3039
MARGARET.HAJIANTONI@DGS.STATE.MD.US

ITB: 001IT818844

EXPR DATE: 08/01/15
POST DATE: 09/05/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* REGIONAL CONTRACT FOR ICE CREAM *
* FOR *
* W. MD REGION *

CONTRACT TERM: SEPTEMBER 04, 2012 THRU JULY 31, 2015.

TO FURNISH THE STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR ICE CREAM, SHERBET AND NOVELTIES FOR THE DURATION OF THE CONTRACT.

ITEMS MAY BE ADDED OR DELETED FROM THIS CONTRACT AS REQUIRED.

THIS CONTRACT IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION."

SCOPE OF USERS:

WESTERN MARYLAND REGION - HAGERSTOWN, MARYLAND AND WESTERN MARYLAND LOCATIONS (INCLUDING, BUT NOT LIMITED TO WESTERN MARYLAND HOSPITAL CENTER; MARYLAND CORRECTIONAL INSTITUTE - HAGERSTOWN; WESTERN CORRECTIONAL INSTITUTE; MARYLAND SCHOOL FOR THE DEAF - FREDERICK; DEPARTMENT OF JUVENILE JUSTICE YOUTH CENTERS AT SAVAGE MOUNTAIN, BACKBONE MOUNTAIN, MEADOW MOUNTAIN, GREEN RIDGE YOUTH FACILITY AND WESTERN MARYLAND CHILDREN'S CENTER).

PROCESSING FEE:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400080

PRINT DATE: 09/05/12

PAGE: 02

TERMS (cont'd):

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.
3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PRICE ESCALATION/DE-ESCALATION: ALL PRICES QUOTED MUST REMAIN FIRM FOR A MINIMUM OF 180 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED ONLY AT THE END OF THIS PERIOD AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE PROCUREMENT OFFICER.

THE REQUEST MUST BE RECEIVED AT LEAST FIFTEEN (15) CALENDAR DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE INCREASE. THE STATE RESERVES THE RIGHT TO ACCEPT OR REJECT SUCH INCREASE WITHIN FIFTEEN (15) CALENDAR DAYS. IF REJECTED, THE SUPPLIER MAY CANCEL WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF SAID REJECTION WITH FIFTEEN (15) CALENDAR DAYS PRIOR WRITTEN NOTIFICATION. IN THE EVENT OF ANY DECREASE IN PRICE, EITHER BY REASON OF MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

THE PRICE INCREASE WILL BE BASED ON THE U. S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR ICE CREAM AND FROZEN DESSERTS, NUMBER WPU023402 NOT SEASONALLY ADJUSTED FOUND AT WWW.BLS.GOV/PPI/. THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400080

PRINT DATE: 09/05/12

PAGE: 03

TERMS (cont'd):

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. TO ANY POINT WITHIN THE SPECIFIED REGION AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

DELIVERY:

SUCCESSFUL VENDOR SHALL PROVIDE SUITABLE LOCKING FREEZER, AT NO ADDITIONAL COST, UPON REQUEST OF EACH USING AGENCY FOR THE DURATION OF THE CONTRACT.

THE MINIMUM DELIVERY SHALL BE NOT LESS THAN \$100.00 OR MORE ON ANY ITEM OR COMBINATION OF ITEMS PER SINGLE DELIVERY. ON ORDERS UNDER \$100.00 PER SINGLE DELIVERY THE VENDOR MAY ELECT TO ADD A DELIVERY CHARGE NOT TO EXCEED THE LESSER OF: (1) THE ACTUAL DELIVERY COSTS INCURRED BY THE VENDOR OR (2) \$8.00. DELIVERY CHARGES WILL APPEAR AS A SEPARATE LINE ITEM ON INVOICES. EN OF SPECIFIED PRODUCT.

AGENCIES WILL ESTABLISH DELIVERY SCHEDULES WITH VENDOR AFTER AWARD. AGENCIES WILL ENDEAVOR TO USE VENDORS ESTABLISHED ROUTE DELIVERY SCHEDULES AS MUCH AS PRACTICAL.

INSTITUTION SHALL PLACE ORDERS SO AS TO PERMIT VENDOR SUFFICIENT TIME TO PROCESS ORDER AND DELIVERIES WILL BE SCHEDULED ACCORDING TO REGULAR DELIVERY DAYS FROM EACH LOCATION. SCHEDULED DELIVERIES WILL BE RECEIVED BY THE INSTITUTION DURING THE REGULAR HOURS THAT THEIR RECEIVING DEPARTMENT IS OPEN (UNLESS SPECIAL INSTRUCTIONS APPEAR ON INDIVIDUAL ESTIMATE SHEET).

DELIVERY TO EACH LOCATION

| | | | | | | |
|-----------------------------|-----|------|---|-----|-------|-------|
| WESTERN MD HOSPITAL CTR | MON | TUES | X | WED | THURS | FRI |
| MD CORR INST - HAGERSTOWN | MON | TUES | X | WED | THURS | FRI |
| WESTERN CORR INST | MON | TUES | | WED | THURS | FRI X |
| MD SCH FOR DEAF - FREDERICK | MON | TUES | | WED | THURS | X FRI |
| SAVAGE MOUNTAIN | MON | TUES | X | WED | THURS | FRI |
| BACKBONE MOUNTAIN | MON | TUES | X | WED | THURS | FRI |
| MEADOW MOUNTAIN | MON | TUES | | WED | THURS | X FRI |
| GREEN RIDGE YOUTH FACILITY | MON | TUES | X | WED | THURS | FRI |

IN THE EVENT THE SELECTED VENDOR DOES NOT FULLY COMPLY WITH THE CONTRACT REQUIREMENTS, SPECIFICALLY DELIVERY REQUIREMENTS AND PRODUCT SPECIFICATIONS, THE STATE MAY NOT ACCEPT THE NONCOMPLIANT PRODUCT OR PRODUCTS FROM THE VENDOR, BUT MAY PURCHASE COMPLIANT PRODUCTS ON THE OPEN MARKET. ADDITIONAL ACQUISITION COSTS INCURRED BY THE AGENCY WILL BE CHARGED TO THE DEFAULTING VENDOR AND MAY BE DEDUCTED DIRECTLY FROM ANY OPEN INVOICES WITH THE DEFAULTING VENDOR. INVOICE PROCESSING WILL BE DELAYED PENDING DEVELOPMENT AND ASSESSMENT OF CHARGES.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400080

PRINT DATE: 09/05/12

PAGE: 04

TERMS (cont'd):

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

VENDOR SHALL ONLY ACCEPT AND AGENCY PERSONNEL SHALL SUBMIT ORDERS ONLY TO VENDOR AWARDED THEIR REGION. ORDERS OUTSIDE THE RESPECTIVE REGION MUST MEET THE CRITERIA OF THE "OPEN MARKET CLAUSE" OF THE CONTRACT.

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET THE ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN THE CASE OF EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:
MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

INVOICES ARE TO BE SUBMITTED DIRECTLY TO THE ORDERING AGENCY REFLECTING THE BLANKET PO NUMBER, THE AGENCY PO NUMBER, QUANTITY, ITEM UNIT PRICE, EXTENDED PRICE AND INVOICE TOTAL.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

PRODUCT DELIVERED UNDER THE CONTRACT SHALL CONFORM IN EVERY RESPECT TO TITLE 21, CODE OF FEDERAL REGULATIONS AND ALL APPLICABLE STATE AND CITY HEALTH LAWS AND REGULATIONS.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400080

PRINT DATE: 09/05/12

PAGE: 05

TERMS (cont'd):

STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

ESTIMATED QUANTITIES ARE APPROXIMATE AND MAY VARY. ESTIMATED QUANTITIES REPRESENTED IN THIS SOLICITATION ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|----------------------|------------|------------------|
| 0001 | 38045-100001 | DZ | 10.6000 |

COOKIE TYPE WAFER SANDWICH WITH CHOCOLATE CHIP COATED ICE CREAM. CHIPWICH OR APPROVED EQUAL.
GOOD HUMOR COOKIE SANDWICH
24/CS

| | | | |
|------|--------------|----|--------|
| 0003 | 38045-180000 | GL | 6.9000 |
|------|--------------|----|--------|

ICE CREAM, BULK, 3 GALLON
GARBER BRAND, ALL FLAVORS

| | | | |
|------|--------------|----|--------|
| 0004 | 38045-180050 | DZ | 2.8000 |
|------|--------------|----|--------|

ICE CREAM, STYROFOAM CUPS, 4 FLUID OUNCES
FREDERICK FARMS BRAND, 24/CS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400080

PRINT DATE: 09/05/12

PAGE: 06

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|----------------------|------------|------------------|
| 0005 | 38045-182100 | DZ | 4.5000 |

ICE CREAM CONES, FILLED WITH VANILLA ICE CREAM, CHOCOLATE COATED,
WITH NUTS.
FREDERICK FARMS NUT CONE, 24/CS

| | | | |
|------|--------------|----|--------|
| 0006 | 38045-220110 | DZ | 8.1000 |
|------|--------------|----|--------|

FROZEN FRUIT JUICE BAR WITH STICK, 2 1/2 OUNCE, MINIMUM.
FRUIT BAR, FROZEN FRUIT JUICE BAR WITH STICK, TWO AND ONE HALF OUNCE
MINIMUM.
NUTRITION FACTS: SERVING SIZE 1 BAR, 113.4G, SERVING 1, CALORIES 80,
FAT CALORIES 0, TOTAL FAT 0G, TOTAL CARB. 21G, SAT. FAT 0G, DIETARY
FIBER 0G, CHOLESTEROL 0MG, SUGARS 21G, SODIUM 0MG, PROTEIN 0G.
QUIESCENTLY FROZEN FRUIT BAR INGREDIENTS PINEAPPLE OR ASSORTED
FLAVORS, WATER, FRUCTOSE AND OR SUGAR CITRIC ACID, NATURAL VEGETABLE
STABILIZERS, GUAR GUM, ZANTHAN GUM AND CAROB BEAN GUM, NATURALLY
COLORED WITH TURMERIC. NO ARTIFICIAL COLORS, OR FLAVORS

WELLS STRAWBERRY FRUIT BAR, 24/CS

| | | | |
|------|--------------|----|--------|
| 0007 | 38045-300050 | DZ | 2.9000 |
|------|--------------|----|--------|

DREAMSICLES, ORANGE, 2 1/2 OUNCE MINIMUM
RICH'S ORANGE CREAM BAR, 24/CS

| | | | |
|------|--------------|----|--------|
| 0008 | 38045-510084 | DZ | 3.4000 |
|------|--------------|----|--------|

ICE CREAM CUP, STYROFOAM, FAT FREE, NO SUGAR ADDED, 4 OUNCE
FREDERICK FARMS NFNS, 24/CS

| | | | |
|------|--------------|----|--------|
| 0009 | 38045-621156 | DZ | 4.4000 |
|------|--------------|----|--------|

ICE CREAM SANDWICH, ICE CREAM PLUS WAFERS, 4 OUNCE, MINIMUM
GARBER VANILLA ICE CREAM SANDWICH, 36/CS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400080

PRINT DATE: 09/05/12

PAGE: 07

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|----------------------|------------|------------------|
| 0010 | 38045-630044 | DZ | 2.8000 |

SHERBET, STYROFOAM CUPS, 4 OUNCES
FREDERICK FARMS, 24/CS

| | | | |
|------|--------------|----|--------|
| 0011 | 38045-860000 | DZ | 2.8000 |
|------|--------------|----|--------|

WATER ICE, STYROFOAM CUPS, ASSORTED FLAVORS, 4 OUNCES
FREDERICK FARMS, 24/CS

| | | | |
|------|--------------|----|--------|
| 0012 | 38045-FUDCLE | DZ | 2.9000 |
|------|--------------|----|--------|

ICE CREAM, FUDGE STICK, 24 PER BOX
RICH FUDGE FRENZY BAR

| | | | |
|------|--------------|----|--------|
| 0013 | 38045-POPCLE | DZ | 2.6000 |
|------|--------------|----|--------|

FROZEN BAR CONFECTION, WATER ICE, WITH STICK, TWIN POP
GREENS ASSORTED TWIN POPS, 24/CS

| | | | |
|------|--------------|----|--------|
| 0014 | 38045-510005 | DZ | 4.5000 |
|------|--------------|----|--------|

ICE CREAM CUPS, 5 OZ.

FREDERICK FARMS, 24/CS

| | | | |
|------|--------------|----|--------|
| 0015 | 38045-100005 | DZ | 7.1000 |
|------|--------------|----|--------|

ICE CREAM SANDWICH, NEOPOLITAN ICECREAM, 24,5 OZ.

GOOD HUMOR GIANT NEOPOLITAN SANDWICH, 24/CS

| | | | |
|------|--------------|----|--------|
| 0016 | 38045-HOL054 | DZ | 4.3000 |
|------|--------------|----|--------|

STRAWBERRY SHORTCAKE ICE CREAM BAR

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400080

PRINT DATE: 09/05/12

PAGE: 08

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|----------------------|------------|------------------|
|---------------|----------------------|------------|------------------|

RICH LOWFAT STRAWBERRY SHORTCAKE BAR, 24/CS

| | | | |
|------|--------------|----|--------|
| 0017 | 38045-100006 | DZ | 4.3000 |
|------|--------------|----|--------|

ICE CREAM ECLAIR, CHOCOLATE, 24/30Z.

ICE CREAM ECLAIR, LOW-FAT, CHOCOLATE, 3 OUNCE MINIMUM
RICHES LOWFAT CHOCOLATE SHORTCAKE, 24/CS

| | | | |
|------|--------------|----|--------|
| 0018 | 38045-HOL064 | DZ | 7.1000 |
|------|--------------|----|--------|

KLONDIKE KRUNCH ICE CREAM BAR

KLONDIKE KRUNCH BAR, 24/CS

| | | | |
|------|--------------|----|--------|
| 0019 | 38045-HOL060 | DZ | 4.4800 |
|------|--------------|----|--------|

OREO ICE CREAM BAR

OREO ICE CREAM BARS OR APPROVED EQUAL
GOOD HUMOR REDUCED FAT COOKIES AND CREAM BAR, 24/CS

END OF ITEM LIST

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AUTHORIZED BY:

BUYER AUTHORIZED DESIGNEE

DATE:

9/4/2012